

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:  
LeAnne Bremer, Attorney  
Miller Nash Graham & Dunn LLP  
P.O. Box 694  
Vancouver, WA 98666

Grantors: LaBarre Road Investments, LLC  
Grantees: The Public  
Abbreviated Legal: NW ¼ Section 27; SE ¼ Section 28; Lot 1 of SP 2-213B; Lot 4 of  
SP 2-71A  
Assessor's Tax # 02050000790100, /Adjusted Tract 1  
02050000790000, /Adjusted Tract 2  
02050000790300, /Adjusted Tract 3  
02050000790400, /Adjusted Tract 4

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
BLUE SKY ESTATES AND AIRSTRIP

ARTICLE 1  
PRELIMINARY MATTERS

1.1 Property Subject to Covenants. All of the property legally described in attached **Exhibit A** (Parcels) and the Airstrip, legally described in attached **Exhibit B**, is subject to this Declaration. The Airstrip will be conveyed to the Blue Sky Estates Homeowners Association, and each owner subject to this Declaration agrees to accept conveyance of the Airstrip. The Parcels and the Airstrip are collectively referred to in this Declaration as the Property.

1.2 Existing Conditional Use Permit. This Declaration is subject to all of the provisions of the Conditional Use Permit (CUP 95-02) approved by Skamania County, Washington on July 6, 1995, and Mitigated Determination of Nonsignificance referred to in the decision.

## ARTICLE 2 NAME OF ASSOCIATION AND DECLARANT

2.1 Name. The name of the homeowners association is the Blue Sky Estates Homeowners Association ("Association"), a Washington unincorporated association under Chapter 64.38 RCW.

2.2 Declarant. Declarant is LaBarre Road Investments, LLC, a Washington Limited Liability Company, or its successors, successors in title or assigns who take title to any portion of the real property within Blue Sky Estates for the purpose of development and/or sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant. The designation of Declarant and the Declarant's authority shall terminate when the Declarant no longer owns any Parcels within Blue Sky Estates. While Declarant has ownership of any Parcel within Blue Sky Estates, the Declarant may unilaterally adjust the boundaries of any Parcels it owns in the event the minimum lot sizes under the zoning code change, or for any other reason as determined by Declarant in its sole discretion.

Declarant owns all of the Property legally described and illustrated in **Exhibit A** and **Exhibit B**, and declares that the Property described in this Declaration known as Blue Sky Estates shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions and easements, which shall run with the Property and shall run with the land, and be binding upon all parties having or acquiring any right, title or interest in such Property or any part thereof and shall inure to the benefit of each Owner thereof.

## ARTICLE 3 PURPOSES AND POWERS

3.1 Purposes and Powers. The Association is empowered to define and enforce the covenants, conditions, and restrictions for Blue Sky Estates and Airstrip as set out in this Declaration, and to govern the use of and to control the policies for the Airstrip within the Property. The Airstrip is illustrated on **Exhibit A** and legally described in **Exhibit B**. Every owner of the Property shall have a right of enjoyment and use of the Airstrip and other Common Areas such as the entry monument sign, the gate, and the paved road serving the Parcels (collectively, Common Areas), except that only those owners served by the paved road shall share equally in the maintenance, repair and improvement of the paved road. Every owner of the Property shall also have the duty and obligation of preservation of the Airstrip. This right of enjoyment and use shall be appurtenant to and shall pass with the title to each of the Parcels within the Property. Any renter, lessee, tenant, or other occupant of any one of the Parcels within the Property shall be subject to these Covenants and the rules and regulations of the Association.

ARTICLE 4  
PROVISIONS FOR REGULATION OF THE INTERNAL AFFAIRS OF THE  
HOMEOWNERS ASSOCIATION

4.1 Membership. Every owner of the Parcels of the Property shall be a member of the Association and entitled to vote. Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members of the Association. The terms, conditions, assessments, rights, and privileges of membership in the Association, if any, shall be documented and made available to all owners. Every owner of the Parcels shall be subject to assessments levied by the Association and collected and disbursed by its Airstrip Manager. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment.

4.2 Airstrip Manager. An Airstrip Manager shall be selected by an affirmative vote of a majority of the votes allocated to the Parcels within the Property pursuant to Section 4.3, and shall have a term of two years. The Airstrip Manager shall be responsible for (1) collecting, managing, and disbursing funds from regular and/or special assessments; (2) notifying Skamania County, the Washington State Department of Transportation Aviation Division, the Federal Aviation Administration (FAA), and the National Oceanic and Atmospheric Administration, as appropriate or necessary, for any proposed changes to the operation of the Airstrip; and (3) acting as the contact for any issues affecting the operations and maintenance of the Airstrip and other Common Areas.

4.3 Voting Rights. Members shall be entitled to one (1) vote for each of the Parcels owned. When more than one person holds an interest in any Parcel, all such persons shall be members, but the single vote for such Parcel shall be exercised as they, among themselves, determine. In no event, however, shall more than one (1) vote be cast with respect to any of the Parcels. Members who own more than one Parcel shall be entitled to one vote per Parcel. Only Members in good standing who have paid all assessments that have become due shall be entitled to vote on any matter brought before the Association.

4.4 Voting. Voting may be done in person or by written proxy if the proxy is received by the Airstrip Manager prior to the call for vote.

4.5 Meetings. A meeting of the Association shall be held during the month of June each year for the transaction of any business common to and of concern to all owners. In the event that such annual meeting is omitted by oversight or otherwise, a special meeting may be called in lieu of the annual meeting, and any business transacted at such meeting shall have the same force and effect as if transacted or held at the annual meeting.

4.6 Action. Any action of the Association shall take the affirmative vote from a majority of the owners of the Parcels entitled to vote, including but not limited to the designation and termination of an Airstrip Manager, the amendment of this Declaration, the authorization of special Airstrip projects, and special assessments therefor.

4.6.1 Assessments. Each of the Parcels shall be subject to an annual sum currently of \$600.00 representing a regular assessment payable by January 15th of each year. The amount of the regular assessment may be adjusted by an affirmative vote of the majority of the owners of the Parcels entitled to vote. By action taken pursuant to section 4.6, special assessments may be assessed against each of the Parcels. An owner who has not paid an assessment within 15 days of its due date shall be assessed interest on the unpaid amount of 12% per annum until paid in full. For purposes of this Declaration, owners include purchasers under real estate contracts. Approved assessments, together with accrued interest and costs, if any, shall be a charge upon the owner's Parcel and shall be a continuing lien upon the Parcel against which each such assessment is made. Each such assessment, together with accrued interest and costs, if any, shall also be the personal obligation of the owner of such Parcel at the time when the assessment fell due.

## ARTICLE 5 RESTRICTIONS ON USE OF PROPERTY

5.1 Permitted Use. Only single-family dwellings with related garages, shops, outbuildings and amenities shall be constructed on the Parcels within the Property. Use of each of the Parcels of Property shall be restricted to residential uses only.

5.2 Land Divisions. Consistent with applicable zoning and land use laws, owners of any of the Parcels may subdivide, partition, plat, or otherwise sell a portion of his or her Parcel to be held in separate ownership from the parent Parcel; provided, however, that the additional parcels shall be subject to all of the provisions of this Declaration except that the owners of the additional parcels shall not have a right to use, nor the obligation to maintain, the Airstrip, unless the owners holding 100% of the vote agree. The intent of this vote is to potentially limit the number of Parcels and users of the Airstrip to the owners so as to minimize impact on surrounding properties. The restriction and required vote in this Section does not apply to the Declarant's unilateral right to record a boundary line adjustment to adjust the boundaries of any Parcels it owns.

5.3 Building Location. No structures, including but not limited to houses, hangars, fences, garages, barns, outbuildings, trailers, mobile homes, or other accessory structures shall be built or placed within any Skamania County, FAA or other required setback from the Airstrip as legally described in **Exhibit B**.

5.4 Square Foot Minimum – Dwellings. The floor area of a residential dwelling structure, exclusive of basements, open or screened porches and garages, shall not be less than 2,000 square feet for one story dwelling, nor less than 2,200 square feet for two story dwellings.

5.5 Compliance with Laws and Regulations. All dwellings, or garages or any part thereof, or any other structure shall be erected in conformity with all local building codes and regulations of the governmental agencies having jurisdiction over such construction.

5.6 Roofing and Siding. All buildings must have a composition roof or better quality. No metal roofs are allowed except for outbuildings or metal roofs on buildings existing as of the

date this Declaration is recorded. All buildings must have lap siding or better quality and no vinyl siding is allowed.

5.7 Completion. Construction of any dwelling shall be completed, including exterior decoration, within twelve months from date of start of construction. All Parcels, prior to the construction of improvements thereon, shall be kept in a neat and orderly condition and free of garbage, debris or other materials that would appear unsightly or otherwise create a nuisance.

5.8 Temporary Structures. No structure of a temporary character, including but not limited to a basement only, trailer, tent, mobile home, shack, garage, barn, or other out-building shall be used at any time as a residence.) Manufactured homes are prohibited within the Property. Motor homes are allowed during construction but shall not be used for a residence longer than the 12-month period allowed for construction of the home.

5.9 Lighting. All flood, spot, or other lights placed on each Parcel shall be placed such that the direct, indirect, or reflected light therefrom shall not unreasonably disturb the owners or occupants of any other of the Parcels within the Property. No light shall be so placed or arranged so as to impact, affect, or blind any aircraft operations including taxiing, landing, or taking off.

5.10 Animals. Domestic pets, defined as dogs, cats, birds, and fish, are allowed on the Property subject to these Covenants as long as they do not create a nuisance by noise, odor or trespass; provided, however, that each of the Parcels shall house no more than four domestic pets at any one time. Animals may not be kept, bred, or maintained for commercial purposes, including but not limited to the commercial raising of hogs, poultry, or fur bearing animals, nor shall there be any kennels within the Property. Horses and other farm animals are allowed on the Property as long as they are not kept for commercial purposes and as long as they do not constitute a nuisance. Permitted pets shall be controlled as provided by Skamania County ordinance and any other applicable laws or regulations. Under no circumstances shall animals be allowed to run loose within any portion of the Airstrip or within other owners' Parcels within the Property.

5.11 Access. All residences on all Parcels must have vehicular access to a public road that does not cross the Airstrip.

5.12 Airstrip Operations. All use of the Airstrip for taxiing, landing, and taking off shall be restricted to pilots licensed by the FAA. No commercial flying instruction shall occur within the Property. Use of the Airstrip shall be limited to the owners and residents within the Property and their guests. Except for aircraft, maintenance, and emergency vehicles, no other vehicles are allowed to use any portion of the Airstrip. Each owner agrees to exercise their best efforts to avoid undue damage or abuse to the Airstrip. Any damage to the Airstrip from any cause shall be the sole responsibility of the owner(s) causing the damage to the Airstrip, and such owner(s) shall promptly repair the damage at their own expense within 30 days after the damage has occurred. The extent and nature of the damage shall be determined by two (2) members of the Association and shall be documented with photographs and a description of the damage. Written notice, including the aforementioned documents, shall be given to the owner causing the



damage. In the event the responsible owner does not repair the damage within the timeframe required, any other owner may pay for the cost thereof and assess such cost to the responsible owner as a special assessment, which shall become an automatic lien against the Parcel of the responsible owner.

5.13 Nuisance. No obnoxious or offensive activity shall be carried on upon any Parcel of the Property, nor shall anything be done on any Parcel which is or may become an annoyance or nuisance to the neighborhood. No Parcel shall be used or maintained as a dumping ground for discarded equipment, rubbish, trash, garbage, or similar material. All of the Property shall be kept and maintained clean of refuse and in a sanitary condition.

5.14 Maintenance of Airstrip and Common Areas. The Association must maintain the Airstrip and Common Areas in good condition at all times, and the owners are subject to assessments therefor under Section 4.6.

5.14.1 For proper functioning of the Airstrip, Lot 4, SP 2-71A is subject to a sight distance easement legally described and illustrated in Exhibit C (Easement). No building, or other above-ground structure is allowed in the Easement. No personal property or any other item is allowed in the Easement that would interfere with the operation of the Airstrip and planes using the Airstrip.

## ARTICLE 6 MISCELLANEOUS

6.1 Enforcement. The Association or any owner of a Parcel within the Property shall have the right to enforce or seek an interpretation of the covenants contained in this Declaration as now or hereafter amended through an action at law or in equity. The non-defaulting party shall have the right to collect from the losing or defaulting party their reasonable attorney fees and, in the event of suit or other action, their court costs and other expenses of litigation or non-judicial enforcement, in addition to any damages which may be awarded.

6.2 Liability. All owners of all Parcels of the Property as set forth in Exhibit A and Exhibit B, and their successors, assigns, and heirs, hereby indemnify and hold harmless all of the other remaining Parcel owners from any actions, lawsuits, or claims, including attorneys' fees, regarding any claims arising out of negligent flight operations or accidents caused by any aircraft owned or operated by any owner, their agents, guests, or invitees.

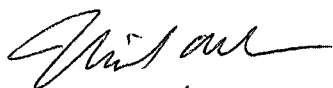
6.3 Waiver. The failure to enforce any covenant contained in this Declaration shall not be deemed a waiver of the right to later enforce the same covenant or any other covenant.

6.4 Severability. If any covenant contained in this Declaration is held invalid, the remainder of the Declaration shall not be affected and shall continue in full force and effect.

6.5 Amendment. Except as otherwise provided in this Section, the Declaration, and any subsequent amendment thereto, may be amended, at any time, by a written and recorded instrument signed by the Declarant or by the Owners who own a majority of Parcels within Blue

Sky Estates. So long as the Declarant owns a Parcel in Blue Sky Estates, the Declarant shall have the unilateral right to amend this Declaration, and any amendments thereto, without any other owner approval, including, but not limited to, executing and recording a boundary line adjustment adjusting the boundaries of Parcels that Declarant owns, and an instrument to transfers the Declarant Rights. No amendment proposed by owners who own a majority of Parcels within Blue Sky Estates shall be effective unless approved, in writing, by the Declarant as long as Declarant owns at least one Parcel in Blue Sky Estates. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time these Covenants shall be automatically extended for successive periods of ten (10) years.

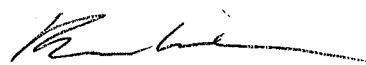
Declarant:



By: Matt Redinger, member

LaBarre Road Investments, LLC

Date: 4/25/2017



By: Brian Homola member

LaBarre Road Investments, LLC

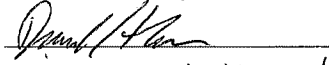
Date: 4/25/17



By: Tim Homola, member

LaBarre Road Investments, LLC

Date: 4/25/17



By: Daniel Homola, member

LaBarre Road Investments, LLC

Date: 4/25/17

State of Washington       )  
  ) ss.  
County of Clark            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument as the manager for LaBarre Road Investments, LLC, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/25, 2017.

\_\_\_\_\_  
Notary Public for Washington

**Katie M. Greer**

\_\_\_\_\_  
(Printed or Stamped Name of Notary)

Residing at Vancouver

My appointment expires: 11/9/21





## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY



AKS ENGINEERING & FORESTRY VANCOUVER  
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682  
P: (360) 882-0419 F: (360) 882-0426  
OFFICES IN: TUALATIN, OR • VANCOUVER, WA • SALEM-KEIZER, OR

#### LEGAL DESCRIPTION FOR BLUE SKY

#### ADJUSTED TRACT 1 – AFN 2016001705

Being a portion of the North half of the Southeast quarter of Section 28, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

**BEGINNING** at a 3/4" Iron pipe with Skamania County Brass Cap, marking the center of Section 28 as shown in Book 2 of Surveys, Page 212, Skamania County Auditor's Records;

THENCE South 88° 19' 10" East, along the North line of the Southeast quarter of Section 28, for a distance of 1,105.00 feet hereon referred to as described **POINT C**;

THENCE South 01° 46' 17" West, leaving said North line of the Southeast quarter of Section 28, for a distance of 282.32 feet;

THENCE along the arc of a 350.00-foot radius curve to the left, through a central angle of 13° 19' 04" for an arc distance of 81.35 feet, the chord of which bears South 86° 00' 39" East, 81.17 feet;

THENCE South 79° 21' 06" West, for a distance of 134.66 feet;

THENCE along the arc of a 300.00-foot radius curve to the right, through a central angle of 29° 33' 27" for an arc distance of 154.76 feet, the chord of which bears North 85° 52' 10" West, 153.05 feet;

THENCE South 08° 27' 50" West, for a distance of 462.00 feet;

THENCE North 88° 19' 10" West, for a distance of 195.00 feet;

THENCE South 26° 58' 31" West, for a distance of 576.95 feet to the South line of the North half of the Southeast quarter of Section 28;

THENCE North 88° 38' 34" West, along the South line of said North half, for a distance of 225.00 feet to a 1" Iron pipe with Brass Cap (Survey 2-212), marking the Southwest corner of the North half of the Southeast quarter of Section 28;

THENCE North 00° 52' 26" East, along the West line of the Southeast quarter of Section 28, for a distance of 1294.36 feet to the **POINT OF BEGINNING**.

Contains approximately 19.51 Acres.



Adjusted Tract 1 (AKS Job #5350)  
Legal Description

October 25, 2016  
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Together with and subject to a 60.00 foot wide easement for ingress, egress and utilities described as follows;

Being a portion of the North half of the Southeast quarter of Section 28, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline described as follows:

**COMMENCING** at a 3/4" Iron pipe with Skamania County Brass Cap, marking the center of Section 28 as shown in Book 2 of Surveys, Page 212 Skamania County Auditor's Records;

THENCE South 00° 52' 26" West, along the West line of the North half of the Southeast quarter of Section 28 (Survey 2-212), for a distance of 9.12 feet and the **POINT OF BEGINNING** of this described centerline;

THENCE South 35° 50' 54" East, for a distance of 116.71 feet;

THENCE along the arc of a 200.00-foot radius curve to the left, through a central angle of 40° 35' 31" for an arc distance of 141.69 feet, the chord of which bears South 56° 08' 40" East, 138.75 feet;

THENCE South 76° 26' 25" East, for a distance of 345.87 feet;

THENCE South 71° 05' 26" East, for a distance of 222.15 feet;

THENCE along the arc of a 300.00-foot radius curve to the left, through a central angle of 29° 33' 27" for an arc distance of 154.76 feet, the chord of which bears South 85° 52' 10" East, 153.05 feet;

THENCE North 79° 21' 06" East, for a distance of 134.66 feet;

THENCE along the arc of a 350.00-foot radius curve to the right, through a central angle of 57° 33' 19" for an arc distance of 351.59 feet, the chord of which bears South 71° 52' 14" East, 336.99 feet;

THENCE South 43° 05' 34" East, for a distance of 76.93 feet;

THENCE along the arc of a 100.00-foot radius curve to the right, through a central angle of 31° 17' 15" for an arc distance of 54.61 feet, the chord of which bears South 27° 26' 57" East, 53.93 feet;

THENCE South 11° 48' 19" East, for a distance of 55.00 feet to the **TERMINUS** of this described centerline;

Said side lines to be shortened or extended to intersect with the North and West line of the North half of the Southeast quarter of Section 28 from the Point of Beginning and to bear North 78° 11' 41" East and South 78° 11' 41" West from the Terminus of the described centerline.

Also together with and subject to another 30.00 foot wide easement for ingress, egress and utilities described as follows;



Adjusted Tract 1 (AKS Job #5350)  
Legal Description

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**BEGINNING** at described **POINT C** of the above described Tract 1;

THENCE South  $01^{\circ} 46' 17''$  West, for a distance of 252.32 feet to the Northerly line of the above described 60.00 foot easement;

THENCE along the Northerly line of the above described 60.00 foot easement, along the arc of a 380.00 foot radius curve to the right through a central angle of  $04^{\circ} 31' 52''$  for an arc distance of 30.05 feet, the chord of which bears South  $85^{\circ} 08' 09''$  East, 30.04 feet;

THENCE North  $01^{\circ} 46' 17''$  East, leaving said Northerly line, for a distance of 253.99 feet to the North line of the Southeast quarter of Section 28;

THENCE North  $89^{\circ} 19' 10''$  West, along said North line for a distance of 30.00 feet to the **POINT OF BEGINNING**.





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OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM-KEIZER, OR

**LEGAL DESCRIPTION  
FOR  
BLUE SKY**

**ADJUSTED TRACT 2 – AFN 2016001706**

Being a portion of the North half of the Southeast quarter of Section 28, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

**COMMENCING** at a 3/4" Iron pipe with Skamania County Brass Cap, marking the center of Section 28 as shown in Book 2 of Surveys, Page 212, Skamania County Auditor's Records;

THENCE South 88° 19' 10" East, along the North line of the Southeast quarter of Section 28, for a distance of 1,105.00 feet hereon referred to as described **POINT C**;

THENCE South 01° 46' 17" West, leaving said North line of the Southeast quarter of Section 28, for a distance of 282.32 feet to the **POINT OF BEGINNING**;

THENCE along the arc of a 350.00-foot radius curve to the left, through a central angle of 13° 19' 04" for an arc distance of 81.35 feet, the chord of which bears South 88° 00' 39" West, 81.17 feet;

THENCE South 79° 21' 06" West, for a distance of 134.66 feet;

THENCE along the arc of a 300.00-foot radius curve to the right, through a central angle of 29° 33' 27" for an arc distance of 154.76 feet, the chord of which bears North 85° 52' 10" West, 153.05 feet;

THENCE South 08° 27' 50" West, for a distance of 462.00 feet;

THENCE North 88° 19' 10" West, for a distance of 195.00 feet;

THENCE South 26° 58' 31" West, for a distance of 576.95 feet to the South line of the North half of the Southeast quarter of Section 28;

THENCE South 88° 38' 34" East, along the South line of said North half, for a distance of 970.00 feet;

THENCE North 30° 34' 11" East, leaving the South line of said North half, for a distance of 645.84 feet;

THENCE North 23° 28' 00" West, for a distance of 200.00 feet;

THENCE North 11° 48' 19" West, for a distance of 55.00 feet;



Adjusted Tract 2 (AKS Job #5350)  
Legal Description

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THENCE along the arc of a 100.00 foot radius curve to the left, through a central angle of 31° 17' 15" for an arc distance of 54.61 feet, the chord of which bears North 27° 26' 57" West, 53.93 feet;

THENCE North 43° 05' 34" West, for a distance of 76.93 feet;

THENCE along the arc of a 350.00 foot radius curve to the left, through a central angle of 44° 14' 15" for an arc distance of 270.23 feet, the chord of which bears North 65° 12' 42" West, 263.57 feet to the **POINT OF BEGINNING**.

Contains approximately 19.45 Acres.

Together with and subject to a 60.00 foot wide easement for Ingress, egress and utilities described as follows;

Being a portion of the North half of the Southeast quarter of Section 28, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline described as follows:

**COMMENCING** at a 3/4" Iron pipe with Skamania County Brass Cap, marking the center of Section 28 as shown in Book 2 of Surveys, Page 212 Skamania County Auditor's Records;

THENCE South 00° 52' 26" West, along the West line of the North half of the Southeast quarter of Section 28 (Survey 2-212), for a distance of 9.12 feet and the **POINT OF BEGINNING** of this described centerline;

THENCE South 35° 50' 54" East, for a distance of 116.71 feet;

THENCE along the arc of a 200.00 foot radius curve to the left, through a central angle of 40° 35' 31" for an arc distance of 141.69 feet, the chord of which bears South 56° 08' 40" East, 138.75 feet;

THENCE South 76° 26' 25" East, for a distance of 345.87 feet;

THENCE South 71° 05' 26" East, for a distance of 222.15 feet;

THENCE along the arc of a 300.00 foot radius curve to the left, through a central angle of 29° 33' 27" for an arc distance of 154.76 feet, the chord of which bears South 85° 52' 10" East, 153.05 feet;

THENCE North 79° 21' 06" East, for a distance of 134.66 feet;

THENCE along the arc of a 350.00 foot radius curve to the right, through a central angle of 57° 33' 19" for an arc distance of 351.59 feet, the chord of which bears South 71° 52' 14" East, 336.99 feet;

THENCE South 43° 05' 34" East, for a distance of 76.93 feet;

THENCE along the arc of a 100.00 foot radius curve to the right, through a central angle of 31° 17' 15" for an arc distance of 54.61 feet, the chord of which bears South 27° 26' 57" East, 53.93 feet;

THENCE South 11° 48' 19" East, for a distance of 55.00 feet to the **TERMINUS** of this described centerline, hereon referred to as described **POINT A**.

Said side lines to be shortened or extended to intersect with the North and West line of the North half of the Southeast quarter of Section 28 from the Point of Beginning and to bear North 78° 11' 41" East and South 78° 11' 41" West from the Terminus of the described centerline.

**Also together with an easement for ingress, egress and utilities described as follows;**

**BEGINNING** at described **POINT A** of the above described centerline;

THENCE North 78° 11' 41" East, for a distance of 30.00 feet;

THENCE South 33° 43' 52" East, for a distance of 34.95 feet;

THENCE North 23° 28' 00" West, for a distance of 25.00 feet to the **POINT OF BEGINNING**.

**Also together with an easement for Well purposes described as follows;**

**COMMENCING** at described **POINT A** of the above described centerline;

THENCE North 78° 11' 41" East, for a distance of 30.00 feet;

THENCE North 11° 48' 19" West, for a distance of 55.00 feet;

THENCE along the arc of a 130.00 foot radius curve to the right, through a central angle of 31° 17' 15" for an arc distance of 70.99 feet, the chord of which bears North 27° 26' 57" West, 70.11 feet;

THENCE North 43° 05' 34" West, for a distance of 76.93 feet;

THENCE along the arc of a 380.00 foot radius curve to the left, through a central angle of 02° 17' 28" for an arc distance of 15.19 feet, the chord of which bears North 44° 14' 18" West, 15.19 feet to the **POINT OF BEGINNING**.

THENCE North 34° 00' 00" East, for a distance of 31.12 feet;

THENCE North 55° 40' 00" West, for a distance of 23.00 feet;

THECNE South 34° 00' 00" West, for a distance of 27.67 feet;

THENCE along the arc of a 380.00 foot radius curve to the right, through a central angle of 03° 30' 37" for an arc distance of 23.28 feet, the chord of which bears South 47° 08' 20" East, 23.28 feet to the **POINT OF BEGINNING**.



Also together with and subject to a 30.00 foot wide easement for ingress, egress and utilities described as follows;

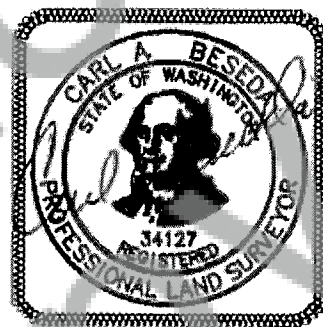
**BEGINNING** at described **POINT C** of the above described Tract 2,

THENCE South  $01^{\circ} 46' 17''$  West, for a distance of 252.32 feet to the Northerly line of the above described 60.00 foot easement;

THENCE along the Northerly line of the above described 60.00 foot easement, along the arc of a 380.00 foot radius curve to the right through a central angle of  $04^{\circ} 31' 52''$  for an arc distance of 30.05 feet, the chord of which bears South  $85^{\circ} 08' 09''$  East, 30.04 feet;

THENCE North  $01^{\circ} 46' 17''$  East, leaving said Northerly line, for a distance of 253.99 feet to the North line of the Southeast quarter of Section 28;

THENCE North  $89^{\circ} 19' 10''$  East, along said North line for a distance of 30.00 feet to the **POINT OF BEGINNING**.





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**LEGAL DESCRIPTION  
 FOR  
 BLUE SKY**

**ADJUSTED TRACT 3 – AFN 2016001707**

Being a portion of the North half of the Southeast quarter of Section 28, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

**COMMENCING** at a 3/4" Iron pipe with Skamania County Brass Cap, marking the center of Section 28 as shown in Book 2 of Surveys, Page 212, Skamania County Auditor's Records;

THENCE South 88° 19' 10" East, along the North line of the Southeast quarter of Section 28 1,105.00 feet hereon referred to as described **POINT C**;

THENCE South 01° 46' 17" West, leaving said North line, for a distance of 282.32 feet;

THENCE along the arc of a 350.00 foot radius curve to the right, through a central angle of 44° 14' 15" for an arc distance of 270.23 feet, the chord of which bears South 65° 12' 42" East, 263.57 feet;

THENCE South 43° 05' 34" East, for a distance of 76.93 feet;

THENCE along the arc of a 100.00 foot radius curve to the right, through a central angle of 22° 55' 42" for an arc distance of 40.02 feet, the chord of which bears South 31° 37' 43" East, 39.75 feet to the **POINT OF BEGINNING**;

THENCE North 48° 50' 19" East, for a distance of 284.37 feet;

THENCE South 86° 06' 12" East, for a distance of 414.00 feet, hereon described as **POINT B**;

THENCE continuing South 86° 06' 12" East, for a distance of 295.00 feet;

THENCE South 01° 46' 17" West, parallel with the East line of the North half of the Southeast quarter of Section 28, for a distance of 480.00 feet;

THENCE South 29° 11' 35" West, for a distance of 558.05 feet to the South line of the North half of the Southeast quarter of Section 28;

THENCE North 88° 38' 34" West, along the South line of Said North half, for a distance of 868.23 feet;

THENCE North 30° 34' 11" East, for a distance of 645.84 feet;

THENCE North 23° 28' 00" West, for a distance of 200.00 feet;



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THENCE North 11° 48' 19" West, for a distance of 55.00 feet;

THENCE along the arc of a 100.00-foot radius curve to the left through a central angle of 08° 21' 33" for an arc distance of 14.59 feet, the chord of which bears North 15° 59' 06" West, 14.58 feet to the **POINT OF BEGINNING**.

Contains approximately 19.40 Acres.

Together with and subject to a 60.00 foot wide easement for Ingress, egress and utilities described as follows;

Being a portion of the North half of the Southeast quarter of Section 28, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline described as follows:

**COMMENCING** at a 3/4" Iron pipe with Skamania County Brass Cap, marking the center of Section 28 as shown in Book 2 of Surveys, Page 212 Skamania County Auditor's Records;

THENCE South 00° 52' 26" West, along the West line of the North half of the Southeast quarter of Section 28 (Survey 2-212), for a distance of 9.12 feet and the **POINT OF BEGINNING** of this described centerline;

THENCE South 35° 50' 54" East, for a distance of 116.71 feet;

THENCE along the arc of a 200.00-foot radius curve to the left through a central angle of 40° 35' 31" for an arc distance of 141.69 feet, the chord of which bears South 56° 08' 40" East, 138.75 feet;

THENCE South 76° 26' 25" East, for a distance of 345.87 feet;

THENCE South 71° 05' 26" East, for a distance of 222.15 feet;

THENCE along the arc of a 300.00 foot radius curve to the left, through a central angle of 29° 33' 27" for an arc distance of 154.76 feet, the chord of which bears South 85° 52' 10" East, 153.05 feet;

THENCE North 79° 21' 06" East, for a distance of 134.66 feet;

THENCE along the arc of a 350.00 foot radius curve to the right, through a central angle of 57° 33' 19" for an arc distance of 351.59 feet, the chord of which bears South 71° 52' 14" East, 336.99 feet;

THENCE South 43° 05' 34" East, for a distance of 76.93 feet;

THENCE along the arc of a 100.00 foot radius curve to the right, through a central angle of 31° 17' 15" for an arc distance of 54.61 feet, the chord of which bears South 27° 26' 57" East, 53.93 feet;

THENCE South 11° 48' 19" East, for a distance of 55.00 feet to the **TERMINUS** of this described centerline, hereon referred to as described **POINT A**;



Said side lines to be shortened or extended to intersect with the North and West line of the North half of the Southeast quarter of Section 28 from the Point of Beginning and to bear North 78° 11' 41" East and South 78° 11' 41" West from the Terminus of the described centerline.

Also together with and subject to an easement for ingress, egress and utilities described as follows;

**BEGINNING** at described **POINT A** of the above described centerline;

THENCE North 78° 11' 41" East, for a distance of 30.00 feet;

THENCE South 33° 43' 52" East, for a distance of 34.95 feet;

THENCE North 23° 28' 00" West, for a distance of 25.00 feet to the **POINT OF BEGINNING**;

Also together with and subject to another easement for ingress, egress and utilities described as follows;

**COMMENCING** at described **POINT A** of the above described centerline;

THENCE North 78° 11' 41" East, for a distance of 30.00 feet;

THENCE North 11° 48' 19" West, for a distance of 55.00 feet;

THENCE along the arc of a 130.00 foot radius curve to the left, through a central angle of 06° 20' 19" for an arc distance of 14.38 feet, the chord of which bears North 14° 58' 29" West, 14.37 feet and the **POINT OF BEGINNING**;

THENCE North 48° 50' 19" East, for a distance of 273.11 feet;

THENCE North 86° 06' 12" West, for a distance of 42.38 feet;

THENCE South 48° 50' 19" West, for a distance of 210.00 feet;

THENCE North 83° 19' 47" West, for a distance of 34.02 feet;

THENCE along the arc of a 130.00 foot radius curve to the right, through a central angle of 24° 56' 56" for an arc distance of 56.61 feet, the chord of which bears South 30° 37' 06" East, 56.16 feet to the **POINT OF BEGINNING**.

Also together with another easement for ingress, egress described as follows;

**BEGINNING** at described **POINT B** of the above described tract;

THENCE North 78° 30' 09" East, for a distance of 77.91 feet;

THENCE South 86° 06' 12" East, for a distance of 70.00 feet;

THENCE South 63° 35' 00" East, for a distance of 54.00 feet;

THENCE North  $86^{\circ} 06' 12''$  West, for a distance of 195.00 feet to the **POINT OF BEGINNING**.

Also together with and subject to another 30.00 foot wide easement for Ingress, egress and utilities described as follows;

**BEGINNING** at described **POINT C** of the above described Tract 1;

THENCE South  $01^{\circ} 46' 17''$  West, for a distance of 252.32 feet to the Northerly line of the above described 60.00 foot easement;

THENCE along the Northerly line of the above described 60.00 foot easement, along the arc of a 380.00 foot radius curve to the right through a central angle of  $04^{\circ} 31' 52''$  for an arc distance of 30.05 feet, the chord of which bears South  $85^{\circ} 08' 09''$  East, 30.04 feet;

THENCE North  $01^{\circ} 46' 17''$  East, leaving said Northerly line, for a distance of 253.99 feet to the North line of the Southeast quarter of Section 28;

THENCE North  $89^{\circ} 19' 10''$  East, along said North line for a distance of 30.00 feet to the **POINT OF BEGINNING**.







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**LEGAL DESCRIPTION  
FOR  
BLUE SKY**

**ADJUSTED TRACT 4 – AFN 2016001708**

Being a portion of the North half of the Southeast quarter and the Northeast quarter of Section 28, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

**COMMENCING** at a 3/4" Iron pipe with Skamania County Brass Cap, marking the center of Section 28 as shown in Book 2 of Surveys, Page 212, Skamania County Auditor's Records;

THENCE South 88° 19' 10" East, along the North line of the Southeast quarter of Section 28 1,105.00 feet to the **POINT OF BEGINNING** hereon referred to as described **POINT C**;

THENCE South 01° 46' 17" West, leaving said North line, for a distance of 282.32 feet;

THENCE along the arc of a 350.00 foot radius curve to the right, through a central angle of 44° 14' 15" for an arc distance of 270.23 feet, the chord of which bears South 65° 12' 42" East, 263.57 feet;

THENCE South 43° 05' 34" East, for a distance of 76.93 feet;

THENCE along the arc of a 100.00 foot radius curve to the right, through a central angle of 22° 55' 42" for an arc distance of 40.02 feet, the chord of which bears South 31° 37' 43" East, 39.75 feet;

THENCE North 48° 50' 19" East, for a distance of 284.37 feet;

THENCE South 86° 06' 12" East, for a distance of 414.00 feet, hereon described as **POINT B**;

THENCE continuing South 86° 06' 12" East, for a distance of 295.00 feet;

THENCE South 01° 46' 17" West, parallel with the East line of the North half of the Southeast quarter of Section 28, for a distance of 480.00 feet;

THENCE South 29° 11' 35" West, for a distance of 558.05 feet to the South line of the North half of the Southeast quarter of Section 28;

THENCE South 88° 38' 34" East, along the South line of said North half, for a distance of 557.00 feet to a 1" Iron Pipe with Brass Cap (Survey 2-212) marking the Southeast corner of the North half of the Southeast quarter of Section 28;



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THENCE North 01° 46' 17" East, along the East line of the Southeast quarter of Section 28, for a distance of 1,279.44 feet to a 1/2" Iron pipe with Brass Cap, marking the East quarter corner of Section 28, also being the Southwest corner of Lot 4 of Short Plat recorded in Book 2, Page 71A;

THENCE North 88° 19' 10" West, along the North line of the Southeast quarter of Section 28 and also being the South line of Lot 1, Short Plat 2-213B, for a distance of 1,535.44 feet to the **POINT OF BEGINNING**.

Contains approximately 19.34 Acres.

**Together with** and subject to a 60.00 foot wide easement for Ingress, egress and utilities described as follows;

Being a portion of the North half of the Southeast quarter of Section 28, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline described as follows:

**COMMENCING** at a 3/4" Iron pipe with Skamania County Brass Cap, marking the center of Section 28 as shown in Book 2 of Surveys, Page 212 Skamania County Auditor's Records;

THENCE South 00° 52' 26" West, along the West line of the North half of the Southeast quarter of Section 28 (Survey 2-212), for a distance of 9.12 feet and the **POINT OF BEGINNING** of this described centerline;

THENCE South 35° 50' 54" East, for a distance of 116.71 feet;

THENCE along the arc of a 200.00-foot radius curve to the left through a central angle of 40° 35' 31" for an arc distance of 141.69 feet, the chord of which bears South 56° 08' 40" East, 138.75 feet;

THENCE South 76° 26' 25" East, for a distance of 345.87 feet;

THENCE South 71° 05' 26" East, for a distance of 222.15 feet;

THENCE along the arc of a 300.00 foot radius curve to the left, through a central angle of 29° 33' 27" for an arc distance of 154.76 feet, the chord of which bears South 85° 52' 10" East, 153.05 feet;

THENCE North 79° 21' 06" East, for a distance of 134.66 feet;

THENCE along the arc of a 350.00 foot radius curve to the right, through a central angle of 57° 33' 19" for an arc distance of 351.59 feet, the chord of which bears South 71° 52' 14" East, 336.99 feet;

THENCE South 43° 05' 34" East, for a distance of 76.93 feet;

THENCE along the arc of a 100.00 foot radius curve to the right, through a central angle of 31° 17' 15" for an arc distance of 54.61 feet, the chord of which bears South 27° 26' 57" East, 53.93 feet;

THENCE South 11° 48' 19" East, for a distance of 55.00 feet to the **TERMINUS** of this described centerline, heron referred to as described **POINT A**.

Said side lines to be shortened or extended to intersect with the North and West line of the North half of the Southeast quarter of Section 28 from the Point of Beginning and to bear North 78° 11' 41" East and South 78° 11' 41" West from the Terminus of the described centerline.

Also together with another easement for ingress, egress and utilities described as follows;

**COMMENCING** at described **POINT A** of the above described centerline;

THENCE North 78° 11' 41" East, for a distance of 30.00 feet;

THENCE North 11° 48' 19" West, for a distance of 55.00 feet;

THENCE along the arc of a 130.00 foot radius curve to the left, through a central angle of 06° 20' 19" for an arc distance of 14.38 feet, the chord of which bears North 14° 58' 29" West, 14.37 feet and the **POINT OF BEGINNING**;

THENCE North 48° 50' 19" East, for a distance of 273.11 feet;

THENCE North 86° 06' 12" West, for a distance of 42.38 feet;

THENCE South 48° 50' 19" West, for a distance of 210.00 feet;

THENCE North 83° 19' 47" West, for a distance of 34.02 feet;

THENCE along the arc of a 130.00 foot radius curve to the left, through a central angle of 24° 56' 56" for an arc distance of 56.61 feet, the chord of which bears South 30° 37' 06" East, 56.16 feet to the **POINT OF BEGINNING**.

Also together with another easement for ingress, egress and utilities described as follows;

**BEGINNING** at described **POINT B** of the above described tract;

THENCE North 78° 30' 09" East, for a distance of 77.91 feet;

THENCE South 86° 06' 12" East, for a distance of 70.00 feet;

THENCE South 63° 35' 00" East, for a distance of 54.00 feet;

THENCE North 86° 06' 12" West, for a distance of 195.00 feet to the **POINT OF BEGINNING**.

Also subject to an easement for Well purposes described as follows;

**BEGINNING** at described **POINT A** of the above described centerline;



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THENCE North 78° 11' 41" East, for a distance of 30.00 feet;

THENCE North 11° 48' 19" West, for a distance of 55.00 feet;

THENCE along the arc of a 130.00 foot radius curve to the right, through a central angle of 31° 17' 15" for an arc distance of 70.99 feet, the chord of which bears North 27° 26' 57" West, 70.11 feet;

THENCE North 43° 05' 34" West, for a distance of 76.93 feet;

THENCE along the arc of a 380.00 foot radius curve to the left, through a central angle of 02° 17' 28" for an arc distance of 15.19 feet, the chord of which bears North 44° 14' 18" West, 15.19 feet to the **POINT OF BEGINNING**.

THENCE North 34° 00' 00" East, for a distance of 31.12 feet;

THENCE North 55° 40' 00" West, for a distance of 23.00 feet;

THECNE South 34° 00' 00" West, for a distance of 27.67 feet;

THENCE along the arc of a 380.00 foot radius curve to the right, through a central angle of 03° 30' 37" for an arc distance of 23.28 feet, the chord of which bears South 47° 08' 20" East, 23.28 feet to the **POINT OF BEGINNING**.

Also together with and subject to a 30.00 Foot wide easement for ingress, egress and utilities over the West 30.00 feet of the above described Tract 4.





**EXHIBIT B**

**LEGAL DESCRIPTION OF AIRSTRIP**

Lot 1, of Short Plat, recorded in Book 2, Page 213B, records of Skamania County, Washington.

Unofficial  
Copy



**EXHIBIT C**

**SIGHT DISTANCE EASEMENT**



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**LEGAL DESCRIPTION**

For

Blue sky Estates

**SIGHT DISTANCE EASEMENT ACROSS LOT 4 SHORT PLAT BOOK 2 PAGE 71A**

Being a portion of Lot 4 of Short Plat recorded in Book 2 of plats, Page 71A, located in the Northwest quarter of Section 27, Township 2 North, Range 5 East, Willamette Meridian, records of Skamania County, Washington, more particularly described as follows:

**BEING** the South one half of Lot 4 of Short Plat recorded in book 2 Page 71A, Skamania County, Auditor's Records.



Sight Distance Easement (AKS Job #5350)  
Legal Description

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